

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 27 day of February in the year of our Lord one thousand eight hundred and ninety four between Jacob Hildenbrand and Dorothea Hildenbrand his wife of Kansas in the County of Douglas and State of Kansas of the first part, and George M. Hartmann of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South West quarter (1/4) of Section Twenty-three (23) Township Twelve (12) Range Seventeen (17) 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jacob Hildenbrand and Dorothea Hildenbrand his wife hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand (1000.00) dollars according to the terms of One certain promissory note this day executed and delivered by the said Jacob Hildenbrand and Dorothea Hildenbrand to the said party of the second part: payable 5 years from date with interest at the rate of eight per cent per annum payable semi-annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Jacob Hildenbrand, his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Jacob Hildenbrand (SEAL.)  
Dorothea Hildenbrand (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Shawnee } ss.

Be it Remembered, That on this 2nd day of March, A. D. 1894, before me, a Notary Public in and for said County and State, came Jacob Hildenbrand and Dorothea his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires March 22nd 1894

Recorded March 30th A. D. 1894, at 3 o'clock P. M.

H. A. Brown N.P.  
Notary Public

James Brooke  
Register of Deeds

The following is endorsed on Original Instrument  
Lawrence, May 1, 1896  
Received of Jacob Hildenbrand the within named mortgage the sum of One Thousand (\$1000.00) Dollars in full satisfaction of the within mortgage.  
George M. Hartmann, Per  
Recorded May 1, 1896  
James Brooke, Per

